



Internet Services Agreement

This Internet Services Agreement ("ISA") between **Lightyear Network Solutions** ("Customer") and **TelCove of Kentucky, Inc.** ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	20MB Ethernet Internet Port	2 yr.	\$5000.00	\$5000.00**	\$1700.00	\$1700.00
		Total*		\$5000.00**		\$1700.00

*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Lightyear Network Solutions

State of Organization/Incorporation: KY

Customer Address: 1901 Eastpoint Parkway

Customer Billing Telephone Numbers:

502-244-1174

Signature:

Name:

Title:

Date:

K.C. Spies

Kevin C. Spies

MANAGER of Network operation

6-12-06

TelCove Approval:

President & Chief Executive Officer

Name: Robert E. Guth

Signature:

Date:

Robert E. Guth
7/1/06

General Manager Approval of Business Terms

Name:

Signature:

Date:

Matthew J. Phillips

Matthew J. Phillips

6/12/06

AE_Bob Kessinger

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. TERM.

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

2. DEFINITIONS.

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

3. SCOPE OF INTERNET SERVICES.

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

3.3 Customer's Obligations and Covenants.

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at www.telcove.com.

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

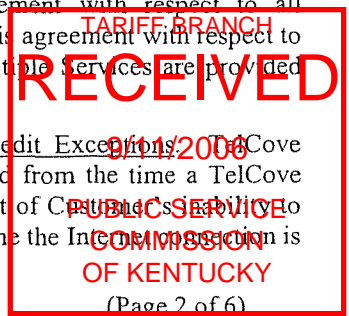
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer; or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

4.6 Disputes.

(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

5. SUSPENSION.

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from Customer to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's

suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services.

6. COLLECTIONS.

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION.

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF WARRANTIES.

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY.

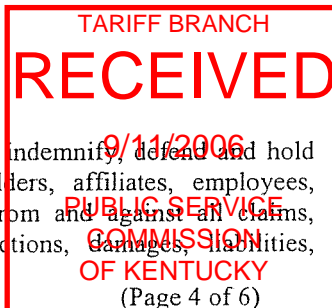
11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION.

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities,



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.



Exhibit A
Measurement of Service Level Agreement Credit (per billing period)

Network Availability

Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

Example: Total Network Outage time of 20 minutes = 1 hour

Network Latency

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

Packet Loss

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

Mean Time To Repair (MTTR)

Sum of all trouble ticket service restoration intervals relative to Network Outage
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (<u>e.g.</u> downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

***NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

****NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

*****NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove on-site repair technician waits to gain access to the customer premises.

